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17 *[Proposed] Counsel for Debtor*

18 Electronically Filed February 17, 2023

19 **UNITED STATES BANKRUPTCY COURT**

20 **DISTRICT OF NEVADA**

21 In re

22 Case No. BK-S-23-10423-MKN

23 CASH CLOUD, INC.,
 24 dba COIN CLOUD,

25 Chapter 11

26 Debtor.

27 **DEBTOR'S FIRST OMNIBUS MOTION FOR
 28 ENTRY OF ORDER APPROVING
 REJECTION OF EXECUTORY
 CONTRACTS AND UNEXPIRED LEASES
 PURSUANT TO 11 U.S.C. § 365(a) AND
 DISPOSAL OF CERTAIN PERSONAL
 PROPERTY INCLUDING ABANDONMENT**

29 Hearing Date: March 17, 2023

30 Hearing Time: 9:30 a.m.

31 Estimated Time for Hearing: 20 Minutes

32 **PLEASE TAKE NOTICE THAT IF YOU ARE RECEIVING NOTICE OF THIS
 33 MOTION, YOU SHOULD LOCATE YOUR NAME AND CONTRACT OR LEASE
 34 LISTED ON EXHIBIT 2 ATTACHED HERETO. NAMES ARE LISTED
 35 ALPHABETICALLY WITH THE CORRESPONDING CONTRACT OR LEASE**

36 Cash Cloud, Inc. ("Cash Cloud" or "Debtor"), debtor and debtor in possession in the above-
 37 captioned chapter 11 case (the "Chapter 11 Case"), by and through its proposed undersigned
 38 counsel, Fox Rothschild LLP, respectfully submits this motion (the "Motion") for entry of an order,

1 substantially in the form attached hereto as **Exhibit 1**, approving the rejection of contracts and/or
 2 unexpired leases as set forth in **Exhibit 2** attached hereto pursuant to Bankruptcy Code¹
 3 section 365(a), and approving the disposition of certain personal property, including abandonment
 4 pursuant to Bankruptcy Code section 554(a).

5 This Motion is made and based on the *Declaration of Christopher Andrew McAlary* (the
 6 “McAlary Declaration”) filed in support hereof, the following points and authorities, the papers and
 7 pleadings on file with the Court in this Chapter 11 Case, and any oral argument the Court may
 8 entertain at the hearing on the Motion.

9 Dated this 17th day of February, 2023.

FOX ROTHSCHILD LLP

10 By: /s/ Jeanette E. McPherson

11 JEANETTE E. MCPHERSON, ESQ. (5423)
 12 BRETT A. AXELROD, ESQ. (5859)
 13 NICHOLAS A. KOFFROTH, ESQ. (16264)
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 1980 Festival Plaza Drive, Suite 700
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15 [Proposed] Counsel for Debtor

16 POINTS AND AUTHORITIES

17 I. JURISDICTION AND VENUE

18 1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
 This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A) & (O).

19 2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

20 3. The statutory basis for the relief requested herein is 11 U.S.C. §§ 105(a), 365(a), and
 21 554, and Bankruptcy Rules 6004, 6006, and 9014.

22 4. Pursuant to Local Rule 9014.2, the Debtor consents to entry of final order(s) or
 23 judgment(s) by the bankruptcy judge if it is determined that the bankruptcy judge, absent consent of
 24 the parties, cannot enter final orders or judgments consistent with Article III of the United States
 25 Constitution.

26 / / /

27 _____
 28 ¹ All references to “chapter” and “section” herein shall be to the “Bankruptcy Code” appearing in Title 11 of the U.S. Code; all references to a “Bankruptcy Rule” shall refer to the Federal Rules of Bankruptcy Procedure.

II. BACKGROUND

A. Debtor's Filing

1. On February 7, 2023 (the “Petition Date”), the Debtor filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

2. The Debtor is authorized to operate its business and manage its property as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. No request has been made for the appointment of a trustee or examiner, and no statutory committee has been appointed.

B. Debtor's Business And Contracts And/Or Leases

4. As described in greater detail in the Omnibus Declaration of Christopher Andrew McAlary in Support of Emergency First Day Motions [ECF 19], the Debtor was formed as a Nevada corporation for the purpose of providing a platform for customers to buy and sell digital currencies through Digital Currency Machines (“DCMs”) distributed across the United States. DCMs are an advanced version of the kiosks commonly referred to as Bitcoin ATMs or BTMs, that enable a consumer to both (a) buy bitcoin as well as 30+ other digital currencies with cash, and (b) sell digital currency for cash. All of the Debtor’s machines are DCMs offering two-way functionality, over 30 digital currency options, an advanced user interface and a custom non-custodial companion wallet app (available on the Apple App Store and the Google Play Store). See McAlary Declaration ¶ 6.

5. As of December 31, 2022, the Debtor operated approximately 4,800 DCMs, or kiosks (“Kiosk(s)”) throughout the United States and Brazil, installed in some of the largest convenience, grocery and liquor store chains and prestigious malls. See McAlary Declaration ¶ 7.

6. To facilitate the installation of the Kiosks, Cash Cloud entered into numerous contracts (the “Contracts” or leases (“Leases”) with various parties (“Counterparty” or Counterparties”) having retail locations, including convenience stores, malls, and enterprise grocery stores. The terms in the Contracts and/or Leases vary. However, in general, the terms provide that Cash Cloud is permitted to install a Kiosk at a certain location (“Location”) in exchange for compensation being paid to the Counterparty. There are thousands of Contracts or Leases, and the

1 nature and amount of compensation varies and is sometimes in the form of a fixed monthly rental
 2 payment or a variable portion of the profit of the Kiosk. The Contracts and/or Leases typically have
 3 a 3 to a 7-year term, with automatic renewals, unless terminated by either party. And, under certain
 4 “master” Contracts and/or Leases, wherein the Contract or Lease governs the installation of Kiosks
 5 at multiple, different Locations (as set forth within the exhibits attached thereto), the Contract or
 6 Lease contains terms that provide not only for the termination of the master agreement, as a whole,
 7 but also for either the Debtor or the Counterparty to terminate certain identified Locations. See
 8 McAlary Declaration ¶ 8.

9 **C. Rejection of Contracts And/Or Leases**

10 7. In connection with its efforts to preserve and maximize the value of its estate through the
 11 prosecution of this case, the Debtor, in its business judgment, has determined that certain Contracts
 12 and/or Leases are financially burdensome and do not provide benefit to the estate. The Locations
 13 subject to the Contracts and/or Leases that are listed on **Exhibit 2** are no longer needed. Further,
 14 the Debtor seeks to avoid depletion of the estate through accrual of administrative expenses
 15 associated with these Contracts and/or Leases. In addition, the Debtor has determined that there is
 16 no value in attempting to assume and assign the Contracts and/or Leases. Thus, rejection is in the
 17 best interests of creditors and other parties in interest. As such, the Contracts and/or Leases should
 18 be rejected. See McAlary Declaration ¶ 9.

19 **D. Disposition of Personal Property, Including Abandonment**

20 8. Further, if there is property remaining at a Location subject to a rejected Contract or
 21 Lease, such as Kiosks or related property (the “Remaining Property”), the Debtor will determine
 22 how the Remaining Property should be disposed of, including whether it should be removed,
 23 abandoned, sold, or surrendered to a party that has a secured (or lease) interest in the Remaining
 24 Property. Accordingly, if the Debtor seeks to abandon the Remaining Property, the Debtor, by this
 25 Motion, seeks entry of an order authorizing the abandonment of the Remaining Property. See
 26 McAlary Declaration ¶ 10.

27 ///

28 ///

1 **E. Requested Relief**

2 9. Bankruptcy Code section 365(a) authorizes the Debtor, subject to this Court's
 3 approval, to reject any executory contract or unexpired lease. Based on its business judgment,
 4 Debtor has determined that the Contracts and/or Leases are financially burdensome to the estate and
 5 do not provide benefit to the estate. See McAlary Declaration ¶ 9. Accordingly, the Debtor seeks
 6 authority to reject the Contracts and/or Leases set forth on **Exhibit 2** as of the date of the filing of
 7 this Motion to prevent the incurrence of ongoing administrative expenses with respect to the
 8 Contracts and/or Leases. See McAlary Declaration ¶ 9. Further, Bankruptcy Code section 554
 9 authorizes the abandonment of property, subject to this Court's approval. In the event the Debtor,
 10 in its business judgment, determines that the Remaining Property, if any, is burdensome or of
 11 inconsequential value or benefit to the estate, the Debtor requests that such abandonment be
 12 approved. See McAlary Declaration ¶ 10.

13 **III. MEMORANDUM OF LAW**14 **A. The Debtor's Decision To Reject The Contracts And/Or Leases Should Be Approved**

15 10. Section 365 of the Bankruptcy Code provides that "the trustee, subject to the court's
 16 approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C.
 17 § 365(a). "Under the Code, most courts have applied a 'business judgment' test to trustees'
 18 decisions to assume or reject contracts or leases." 3 Collier on Bankruptcy ¶ 365.03[2] (16th Ed.
 19 2016). "In making its determination, a bankruptcy court need engage in only a cursory review of a
 20 debtor-in-possession's decision to reject the contract." Agarwal v. Pomona Valley Med. Group,
 21 Inc. (In re Pomona Valley Med. Group, Inc.), 476 F.3d 665, 670 (9th Cir. 2007) (internal
 22 punctuation omitted).

23 11. "[I]n evaluating the rejection decision, the bankruptcy court should presume that the
 24 debtor-in-possession acted prudently, on an informed basis, in good faith, and in the honest belief
 25 that the action taken was in the best interests of the bankruptcy estate." Id., at 670. In the Ninth
 26 Circuit, a bankruptcy court "should approve the rejection of an executory contract under § 365(a)
 27 unless it finds that the debtor-in-possession's conclusion that rejection would be advantageous is so
 28 manifestly unreasonable that it could not be based on sound business judgment, but only on bad

1 faith, or whim or caprice.” Id. (internal punctuation omitted).

2 12. The Debtor’s decision to reject the Contracts and/or Leases reflects the Debtor’s
 3 exercise of sound business judgment and is in the best interests of the Debtor, its estate, and its
 4 creditors. The Debtor has determined that the Contracts and/or Leases are not necessary for the
 5 Debtor’s operations and are financially burdensome and not beneficial to the estate. The Leases are
 6 not a source of potential value for the Debtor’s future operations, creditors, or interest holders, and
 7 are believed to not be marketable given their terms and constitute an unnecessary drain on the
 8 Debtor’s limited resources. See McAlary Declaration ¶ 9. Accordingly, the Debtor submits that its
 9 decision to reject the Contracts and/or Leases is a sound exercise of its business judgment and
 10 should be approved.

11 **B. Rejection As of the Date of the Filing of This Motion**

12 13. This Court has authority to approve the rejection of executory contracts or leases as
 13 of the date of the filing of the motion for rejection. Section 365 of the Bankruptcy Code does not
 14 expressly provide whether courts may order rejection to be effective retroactively. However, courts
 15 have held that bankruptcy courts may exercise their equitable powers in granting such a retroactive
 16 order when they conclude that doing so promotes the purposes of Section 365, and that after
 17 balancing the equities of a case, equities weigh in favor the debtor. See, e.g., Pac. Shores Dev.,
 18 LLC v. At Home Corp. (In re At Home Corp.), 392 F.3d 1064, 1065 (9th Cir. 2004) (affirming
 19 order authorizing rejection as of date of filing of motion), cert. denied, 564 U.S. 814 (2005);
 20 Thinking Machines Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machs. Corp.), 67 F.3d 1021,
 21 1028-29 (1st Cir. 1995) (bankruptcy court has power to approve rejection as of date of filing
 22 motion); In re Amber’s Stores, Inc., 193 B.R. 819, 827 (Bankr. N.D. Tex. 1996)(holding that the
 23 lease should be deemed rejected as of the petition date due to the equities of case). Although this
 24 caselaw pertains to the rejection of nonresidential real property leases, the rationale contained
 25 therein is applicable to executory contracts. The Ninth Circuit in In re At Home Corp., explained
 26 that “the equitable authority recognized in Thinking Machines has been imported to contexts other
 27 than unexpired nonresidential leases,” citing to Malden Mills Indus., Inc. v. Maroun (In re Malden
 28 Mills Indus., Inc.), 303 B.R. 688, 701 (B.A.P. 1st Cir. 2004) and its application of this principle to

1 abandonment of personal property. 392 F.3d at 1070. The Debtor further notes that the Ninth
 2 Circuit's holding in In re At Home Corp., 392 F.3d 1064 (9th Cir. 2004) allowing rejection as of the
 3 date of the motion has been found to be undisturbed by the Court's holding in Roman Catholic
 4 Archdiocese of San Juan v. Acevedo Feliciano, ___ U.S. ___, 140 S.Ct. 696 (2020). See In re
 5 Player's Poker Club, Inc., 636 B.R. 811 (Bankr. C.D.Cal. 2022).

6 14. Balancing the equities in this case, approving rejection of the Contracts and/or
 7 Leases as of the date of this Motion is appropriate. The Debtor has promptly filed this Motion and
 8 promptly set it for hearing giving Counterparties notice of this Motion and the Debtor's intention.
 9 Without the authority to reject as of the Motion filing date, the Debtor may be forced to incur
 10 potential administrative expenses for agreements that provide no benefit to the estate to the
 11 detriment of creditors and other stakeholders. Further, allowing the Debtor to reject the Contracts
 12 and/or Leases will not unduly prejudice the Counterparties because the Counterparties will receive
 13 notice of the Motion and therefore will have sufficient opportunity to object if they so choose.
 14 Indeed, the Counterparties may benefit from the rejection as they will be relieved of obligations
 15 under the Contracts and/or Leases. Accordingly, the rejection of the Contracts and/or Leases should
 16 be approved as of the date of the Motion.

17 **C. The Debtor's Decision To Abandon Remaining Property, If Made, Should Be**
 18 **Approved**

19 15. Section 554(a) of the Bankruptcy Code provides that “[a]fter notice and a hearing, the
 20 trustee may abandon any property of the estate that is burdensome to the estate or that is of
 21 inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). The right to abandon is virtually
 22 unfettered, unless abandonment of the property will contravene laws designed to protect public health
 23 and safety and the property poses an imminent threat to the public's welfare. See In re Midlantic Nat'l
 24 Bank, 474 U.S. 494, 501 (1986). Neither of these limitations is applicable given the relevant facts.

25 16. Here, if there is Remaining Property, the Debtor will determine how this Remaining
 26 Property should be disposed of, including whether it should be removed, abandoned, sold, or
 27 surrendered to a party that has a secured (or lease) interest in the Remaining Property. See McAlary
 28 Declaration ¶ 10. The Debtor submits that if it determines that the Remaining Property (if any)

1 should be abandoned, it will make this determination because the Remaining Property is either
 2 burdensome to the estate, as removal and storage of the Remaining Property is likely to exceed any
 3 net proceeds from this property, or is of inconsequential value and benefit to the estate. See
 4 McAlary Declaration ¶ 10. Thus, the Debtor's determination to abandon will reflect the Debtor's
 5 exercise of sound business judgment, taking into account the best interests of the Debtor, its estate,
 6 its creditors and other parties in interest. See McAlary Declaration ¶ 10. Accordingly, it is
 7 requested that if the Debtor determines any Remaining Property should be abandoned, that the
 8 Remaining Property shall be deemed abandoned as of the date of the Motion pursuant to 11 U.S.C.
 9 § 554.

10 **IV. WAIVER OF BANKRUPTCY RULES 6004(h)**

11 17. To implement the Debtor's foregoing requests successfully, the Debtor, to the extent
 12 applicable, seeks a waiver of the 14-day stay of any order authorizing the use, sale, or lease of
 13 property under Fed.R.Bankr. P. 6004(h).

14 **V. RESERVATION OF RIGHTS**

15 18. Nothing contained herein is intended or should be construed as an admission of the
 16 validity of any claim against the Debtor, a waiver of the Debtor's rights to dispute any claim, or an
 17 approval or assumption of any agreement, contract, or lease under section 365 of the Bankruptcy
 18 Code. The Debtor expressly reserves its rights to contest any invoice or claim related to the relief
 19 requested herein in accordance with applicable law.

20 **VI. NOTICE**

21 19. Notice of this Motion has been given by electronic mail or first class mail to the
 22 following parties or their counsel: (a) the Office of the United States Trustee for the District of
 23 Nevada; (b) the holders of the Debtor's twenty (20) largest unsecured creditors; (c) counsel to
 24 Debtor's secured creditors; (d) counsel to parties that have a lease interest in the Remaining
 25 Property; (e) the counterparties to the Contracts and/or Leases; and (f) all parties that have filed a
 26 Rule 2002 Notice Request in the Chapter 11 Case. In light of the nature of the relief requested,
 27 Debtor respectfully submits that such notice is appropriate and sufficient under the circumstances
 28 and that no further notice is necessary.

VII. CONCLUSION

WHEREFORE, for all of the foregoing reasons, Debtor respectfully requests that this Court enter an Order granting this Motion, substantially in the form attached hereto as **Exhibit 1**, and (a) approving the rejection of the Contracts and/or Leases set forth on **Exhibit 2** attached hereto, as of the date of the filing of this Motion; (b) approving abandonment of the Remaining Property as of the date of the filing of this Motion to the extent set forth herein (that is, only if the Debtor has determined the Remaining Property should be abandoned), and (c) granting such other and further relief as this Court deems appropriate.

Dated this 17th day of February, 2023.

FOX ROTHSCHILD LLP

By: /s/ Jeanette E. McPherson
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Nevada Bar No. 5423
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[Proposed] Counsel for Debtor

EXHIBIT 1

PROPOSED ORDER

BRETT A. AXELROD, ESQ.
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[Proposed] Counsel for Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

1 The Court, having reviewed and considered Debtor's motion (the "Motion")¹ for an order
 2 approving the rejection of Contracts and/or Leases pursuant to 11 U.S.C. § 365(a) and approving
 3 the abandonment of Remaining Property pursuant to 11 U.S.C. § 554(a), if the Debtor has made the
 4 determination that abandonment is appropriate; and upon consideration of the McAlary Declaration
 5 and arguments of counsel; and the Court having jurisdiction to consider the Motion and the relief
 6 requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the relief
 7 requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper
 8 in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion
 9 having been provided; and it appearing that no other or further notice need be provided; the Court
 10 having determined that the rejection of the Contracts and/or Leases is a sound exercise of the
 11 Debtor's business judgment and is in the best interests of Debtor, its creditors and all other parties
 12 in interest; the Court having determined that abandonment of Remaining Property, if so determined
 13 by the Debtor, is a sound exercise of the Debtor's business judgment and is in the best interests of
 14 Debtor, its creditors and all other parties in interest; and that the legal and factual bases set forth in
 15 the Motion establish just cause for the relief granted herein; and upon all the proceedings had before
 16 the Court and after due deliberation and sufficient cause appearing therefor, it is hereby,

17 **ORDERED** that the Motion is **GRANTED** in its entirety; and it is further

18 **ORDERED** that the Debtor's rejection of the Contracts and/or Leases, attached hereto as
 19 **Exhibit 1**, pursuant to 11 U.S.C. § 365(a) is approved effective as of the date of the filing of the
 20 Motion; and it is further

21 **ORDERED** that if, and only if, the Debtor has determined that any Remaining Property
 22 should be abandoned, the Remaining Property is abandoned effective as of the date of the filing of
 23 the Motion; and it is further

24 **ORDERED** that this Court shall retain jurisdiction to hear and determine all matters arising
 25 from the implementation or interpretation of this Order; and it is further

26 **ORDERED** that notice of the Motion as provided therein shall be deemed good and

27
 28

¹ Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Motion.

1 sufficient notice of the Motion; and it is further

2 **ORDERED** that, to the extent applicable, the 14-day stay under Fed.R.Bankr. P. 6004(h) is
3 waived.

4 Prepared And Respectfully Submitted By: APPROVED/DISAPPROVED
5 **FOX ROTHSCHILD LLP** **OFFICE OF THE UNITED STATES TRUSTEE**

6 By: /s/ Jeanette E. McPherson By: _____
7 JEANETTE E. MCPHERSON, ESQ.
8 BRETT A. AXELROD, ESQ.
9 NICHOLAS A. KOFFROTH, ESQ.
10 ZACHARY T. WILLIAMS, ESQ.
11 1980 Festival Plaza Drive, Suite 700
12 Las Vegas, Nevada 89135

13 *[Proposed] Counsel for Debtor*

14 **CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021**

15 In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

16 The Court has waived the requirement of approval in LR 9021(b)(1).
17 No party appeared at the hearing or filed an objection to the motion
18 I have delivered a copy of this proposed order to all counsel who appeared at the
19 hearing, any unrepresented parties who appeared at the hearing, and each has
20 approved or disapproved the order, or failed to respond, as indicated below:

21 Office of the United States Trustee

22 I certify that this is a case under Chapter 7 or 13, that I have served a copy of this
23 order with the motion pursuant to LR 9014(g), and that no party has objected to the
24 form or content of the order.

25 # # #
26
27
28

EXHIBIT 2

CONTRACTS AND/OR LEASES TO BE REJECTED

FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
(702) 262-6899
(702) 597-5503 (fax)

Counterparty	Counterparty Address	Kiosk Location	Kiosk Location ID
1701 S Lindbergh Blvd	Attn: Kelly Knebel 1701 S Lindbergh Blvd Frontenac, MO 63131	1701 S Lindbergh Blvd Frontenac, MO 63131	142000
Area 51 STL LLC	Attn: Peter Brooks 6901 Gravois Ave St. Louis, MO 63116	6901 Gravois Ave St. Louis, MO 63116	125113
Bad Owl Coffee, LLC	Attn: Annie Chang 10575 S Eastern Ave Ste 160 Henderson, NV 89052	10575 S Eastern Ave Ste 160 Henderson, NV 89052	118832
Blu Drop dba Blu Liquor	Attn: Kimmy Alexandre 8620 Long Point Rd Houston, TX 77055	8620 Long Point Rd Houston, TX 77055	124102
BP	Attn: Kumar Vaid 1273 S. Main Street Englewood, OH 45322	1273 S. Main Street Englewood, OH 45322	115340
Brand Cigars Newtown	Attn: Sujata Patel 266 S Main St Newtown, CT 06470	266 S Main St Newtown, CT 06470	130479
Bubbles Laundromat	Attn: Jully Demarcus 3205 Wrightsboro Rd Augusta, GA 30909	Augusta, GA 30909	126095
Canyon Crossing Petroleum	Attn: Dan Patel 1175 Snow Canyon Pkwy Suite #101 Ivins, UT 84738	1175 Snow Canyon Pkwy Suite #101 Ivins, UT 84738	139033
Car Stop Pre Owned Auto LLC	Attn: Joseph Riggs 1035 14th St W Huntington, WV 25704	1035 14th St W Huntington, WV 25704	120822
CBD Life / Colorado's Big Discovery	Attn: John Przybylo 2929 Galley Rd Colorado Springs, CO 80909	2929 Galley Rd Colorado Springs, CO 80909	125191
Coastal Spirits	Attn: Sarju Patel 107 S Godley Station Blvd Pooler, GA 31322	107 S Godley Station Blvd Pooler, GA 31322	125856
Cobblestone Inn & Suites - Bridgeport	Attn: Scott Schmunk 517 Main St Bridgeport, NE 69336	517 Main St Bridgeport, NE 69336	139616
Crump's Food Center	Attn: Chris Spencer 704 West Houston PO Box 1530 Linden, TX 75563	704 West Houston PO Box 1530 Linden, TX 75563	139101

Cyber Age VR	Attn: Alberto Gutierrez 214 W 1st Ave Toppenish, WA 98948	214 W 1st Ave Toppenish, WA 98948	125046
David's Market	Attn: Benjamin Pourkhalili and Banafsheh J Moghtadaie 6033 N Sheridan Rd Ste N1 Chicago, IL 60660	6033 N Sheridan Rd Ste N1 Chicago, IL 60660	124928
Doost LLC	Attn: Ali Sultan c/o Marathon Gas 702 33rd Ave N Saint Cloud, MN 56303	c/o Marathon Gas 702 33rd Ave N Saint Cloud, MN 56303	148416
Elk Creek Mining LLC	Attn: John Webber c/o 88 Grill 502 West Main St New Castle, CO 81647	c/o 88 Grill 502 West Main St New Castle, CO 81647	122553
Extreme Clean Laundry, Inc.	Attn: Paul Staffier & Tony Mazza 295 Armistice Blvd Pawtucket, RI 02861	295 Armistice Blvd Pawtucket, RI 02861	122394
EZ Food Mart	Attn: Pawan Regmi 901 Belt Line Rd #100 Garland, TX 75040	901 Belt Line Rd #100 Garland, TX 75040	124709
Fast Cash & Pawn USA	Attn: Joan Lualhati 929 E Ogden Ave Naperville, IL 60563	Attn: Joan Lualhati 929 E Ogden Ave Naperville, IL 60563	130359
Foxywoods LLC	Attn: Subash Shrestha c/o Pumpkin Hill Market 126 Gallup Hill Rd Ledyard, CT 06339	Attn: Subash Shrestha c/o Pumpkin Hill Market 126 Gallup Hill Rd Ledyard, CT 06339	147967
Freeman Foods	Attn: Clint Miller 2966 305th St Parnell, IA 52325	268 8th Ave SW Wellman, IA 52356	147036
Future Concerns LLC	Attn: Usman Butt c/o I'M Convenience & Smoke Center 311 Norwich-New London Turnpike Montville, CT 06382	c/o I'M Convenience & Smoke Center 311 Norwich-New London Turnpike Montville, CT 06382	129740
Heights Corner Market LLC	Attn: Eric Herget 5018 Kavanaugh Blvd. Little Rock, AR 72207	5018 Kavanaugh Blvd. Little Rock, AR 72207	145628
Hi-Desert Daydream	Attn: Andrew Evans 73515 Twentynine Palms Hwy Twentynine Palms, CA 92277	73515 Twentynine Palms Hwy Twentynine Palms, CA 92277	128725
HJ of Columbia, Inc	Attn: Hemanshu Dinesh Bavishi c/o HB Mart 1625 Leesburg Rd Columbia, SC 29209	c/o HB Mart 1625 Leesburg Rd Columbia, SC 29209	124965

Hokus Pokus Beer & Deli LLC	Attn: Ahmad Suleiman Abdelmajed 2401 W Nob Hill Blvd Yakima, WA 98902	2401 W Nob Hill Blvd Yakima, WA 98902	121076
Hutchinson Pawn & Jewelry	Attn: Frank Ellis 509 E 4th Ave Hutchinson, WV 67501	509 E 4th Ave Hutchinson, WV 67501	122856
ICC Enterprises LLC	Attn: Carlos Gutierrez c/o Cut Rate Liquors 122 S Sunset Strip St Kenedy, TX 78119	c/o Cut Rate Liquors 122 S Sunset Strip St Kenedy, TX 78119	127797
ISPcomputer	Attn: Alfredo Covarrubias 15610 1st Ave S Burien, WA 98148	15610 1st Ave S Burien, WA 98148	128671
iTech Cellphone & Computer Repair	Attn: Andrew Gaspar 1117 E Vine St Kissimmee, FL 34744	1117 E Vine St Kissimmee, FL 34744	124389
J&L tobacco quality	Attn: Loai Saddeh 1318 N Main St Marion, SC 29571	1318 N Main St Marion, SC 29571	144692
JJL Multiservice LLC	Attn: Rimel Nedel Reyes Villalona; Jose Ramon Javier Acosta c/o South Main Communications 271 S Main St Woonsocket, RI 02895	c/o South Main Communications 271 S Main St Woonsocket, RI 02895	129736
Jucker Hawai'i	Attn: Mike Jucker 151 Kupuohi St Ste H2 Lahaina, HI 96761	151 Kupuohi St Ste H2 Lahaina, HI 96761	124133
Karim LLC dba Pontiac Food Mart	Attn: Qudrat Tariq 527 Pontiac Ave Cranston, RI 02910	527 Pontiac Ave Cranston, RI 02910	116554
King Wash & Dry	Attn: Mohammed A Hossain 11255 Garland Rd Ste 1300 Dallas, TX 75218	11255 Garland Rd Ste 1300 Dallas, TX 75218	125420
Koodegras CBD Oil	Attn: Diane Bingham 8757 State St Sandy, UT 84070	8757 State St Sandy, UT 84070	128663
Korner Market	Attn: Vrushank B Patel 1991 Bracht-Piner Rd Morning View, KY 41063	1991 Bracht-Piner Rd Morning View, KY 41063	128724
La Familia Grocery Store	Attn: Osee Fervil 3420 NW 2nd Ave Miami, FL 33127	3420 NW 2nd Ave Miami, FL 33127	139633

Laundry City	Attn: Kishor Changela 1052 Dalby Way Austell, GA 30106-1464	## 35 Mableton, GA 30126	125198
Le's Laundry	Attn: Le Ngo 81 Main Street Malden, MA 02148	Malden, MA 02148	137042
Lucky 7 Food Mart	Attn: Mohammad Abuali 10530 Rosedale Hwy Ste 9 Bakersfeld, CA 93312	10530 Rosedale Hwy Ste 9 Bakersfeld, CA 93312	103020
MAINE Northern Lights	Attn: Brad Dostie 421 Water Street Gardiner, ME 04345	421 Water Street Gardiner, ME 04345	136228
Mi Casa Market	Attn: : Guadalupe Madrigales 723 W 3rd Ave Moses Lake, WA 98837	723 W 3rd Ave Moses Lake, WA 98837	147474
Mizz Repair - Phone Repair	Attn: Gabriela Roman 6851 W 4th Ave Hialeah, FL 33014	6851 W 4th Ave Hialeah, FL 33014	129451
Mobile One	Attn: Riyad Ahmad 798 NW 183rd St Miami Gardens, FL 33169	798 NW 183rd St Miami Gardens, FL 33169	128009
Mr Checkout Power 5 Butan LLC	Attn: Duc Minh Ta c/o Lents 1 Stop Market 9213 SE Foster Rd Portland, OR 97266	c/o Lents 1 Stop Market 9213 SE Foster Rd Portland, OR 97266	126252
MS Yakima Group LLC	Attn: Sharvan Khullar 301 N 1st St Yakima, WA 98901	Attn: Sharvan Khullar 301 N 1st St Yakima, WA 98901	137103
Nina Corporation	Attn: Lee Gilbertson c/o Mac's Liquor 8600 Excelsior Blvd Hopkins, MN 55343	Attn: Lee Gilbertson c/o Mac's Liquor 8600 Excelsior Blvd Hopkins, MN 55343	138122
Noah Smoke Shop	Attn: Sinan Esho 12416 N 28th Dr Phoenix, AZ 85029	Attn: Sinan Esho 12416 N 28th Dr Phoenix, AZ 85029	138367
Ohmies Vape and Glass Emporium #1	Attn: Kiran Gilani c/o Kiran Gilani 1971 Hwy 412 East Siloam Springs, AR 72761	Fayetteville, AR 72701	137107
Ohmies Vape And Glass Emporium #5	Attn: Kiran Gilani;Rahul Gilan 1971 Hwy 412 East Siloam Springs, AR 72761	1971 Hwy 412 East Siloam Springs, AR 72761	137111

One Stop Food & Liquor	Attn: Gurnam Singh 6326 Main Ave #2 Orangevale, CA 95662	6326 Main Ave #2 Orangevale, CA 95662	147420
ONNI Burbank Town Center LLC	Attn: Greg Wilks 201 E Magnolia Blvd Ste 151 Burbank, CA 91502	201 E Magnolia Blvd Ste 151 Burbank, CA 91502	128160
Paises Unidos LLC	Attn: Guadalupe Trujillo Ayala 1233 West Sunset Drive Rogers, AR 72756	Rogers, AR 72758	130621
Paradise City	Attn: Joseph Evans c/o ClubPc Inc 716 Grant St Holdrege, NE 68949	Elm Creek, NE 68836	122276
Payday Loans and Check Cashing Store	Attn: Davin Aquino 74-5605 Luhia Street Kailua-Kona, HI 96740	74-5605 Luhia Street Kailua-Kona, HI 96740	124132
Phone REpair and More	Attn: Mohamed Hassanen 5537 Sheldon Rd Suite F Tampa, FL 33615	5537 Sheldon Rd Suite F Tampa, FL 33615	125392
Prairie Pride Farm of Minnesota	Attn: Brheanna Humber 710 Linder Ave. Mankato, MN 56001	710 Linder Ave. Mankato, MN 56001	147306
Project Glass Inc	Attn: Kiran Gilani c/o Kiran Gilani 1971 Hwy 412 East Siloam Springs, AR 72761	Harrison, AR 72601	137112
Quick and Handy Market	Attn: Aqaquil Saleh 702 Bernard St Bakersfield, CA 93305	702 Bernard St Bakersfield, CA 93305	143250
Rainey Cawthon Distributor Inc	Charles Rooney 2800 N Monroe St Tallahassee, FL 32303	2800 N Monroe St Tallahassee, FL 32303	125741
Randee's Food & Liquors	Attn: Robert Podhajski 4319-21 N Milwaukee Ave Chicago, IL 60641	4319-21 N Milwaukee Ave Chicago, IL 60641	147965
Screen Doctor	Attn: Emmanuel Nyeswa 615 Central Ave Ste C Pawtucket, RI 02861	615 Central Ave Ste C Pawtucket, RI 02861	122140
Senohpriaperi Corp	Attn: Duncan Zhara c/o Julio Chu 2828 S McCall Rd Englewood, FL 34224	Unit C Port Charlotte, FL 33948	128664

Shell	Attn: Joshua Trier 206 Co Rd 42 Apple Valley, MN 55124	206 Co Rd 42 Apple Valley, MN 55124	141852
SI Computers Sales & Services Logical Wireless	Attn: Saad Iqba 563 Cumberland Hill Rd Woonsocket, RI 02895	563 Cumberland Hill Rd Woonsocket, RI 02895	122052
Sirie Iphone Repairs	Attn: Claro Saba 15 Leland Ave San Francisco, CA 94134	15 Leland Ave San Francisco, CA 94134	129948
Spicy Multiservice	Attn: Cindy Rosio Troncoso 90 Washington St Quincy, MA 02169	90 Washington St Quincy, MA 02169	141249
Star smoke Shop	Attn: Fadi Eshak 7829 N 19th Ave Phoenix, AZ 85021	7829 N 19th Ave Phoenix, AZ 85021	139107
StarBase	Attn: Chris Crescitelli and Tricia Costello 3905 W Diablo Dr Las Vegas, NV 89118	3905 W Diablo Dr Las Vegas, NV 89118	136711
Sunny 160 LLC	Attn: Laurent Broda c/o Sunny 160 attn Laurent Broda 1910 Bay Dr PH1 Miami Beach, FL 33141	Opa-Locka, FL 33055	129127
TAKE OVER WIRELESS LLC	Attn: Michael Belton 11634 US Hwy 19 Port Richey, FL 34668	11634 US Hwy 19 Port Richey, FL 34668	138363
Tech Center Computers	Attn: Adam Kelly 6823 S. Dayton Street Greenwood Village, CO 80112	6823 S. Dayton Street Greenwood Village, CO 80112	130507
Techy by Dr Phone Fix	Attn: Leandro Daguanno 8359 Sunrise Blvd Plantation, FL 33322	8359 Sunrise Blvd Plantation, FL 33322	129161
Techy by DrPhoneFix	Attn: Mauricio Avigdor 18557-B W Dixie Hwy Aventura, FL 33180	Attn: Mauricio Avigdor18557-B W Dixie Hwy Aventura, FL 33180	129160
TG Moore Investments LLC	Attn: Christian DeArco and Terry Moore c/o Vapor Planet LLC Navarre 75 Eglin Pkwy NE ##120 Fort Walton Beach, FL 32548	8251 Mavarre Pkwy Navarre, FL 32566	129545
The Backyard Public House	Attn: Joey Gates 1811 W Broadway Ave Spokane, WA 99201	Attn: Joey Gates1811 W Broadway Ave Spokane, WA 99201	124308

The Head Shop	Attn: William Farrell Mitchell 1812 Wilbraham Rd Springfield, MA 01119	1812 Wilbraham Rd Springfield, MA 01119	137176
The Shop, Guns & Pawn	Attn: Rick Ringer 105 U.S. Rte 66 Waynesville, MO 65583	105 U.S. Rte 66 Waynesville, MO 65583	124553
THE VR ARCADE	Attn: John Iverson 1624 Market St #110 Denver, CO 80202	1624 Market St #110 Denver, CO 80202	130638
Total Wireless	Attn: Belal Ahmad 10333 US-441 Bellevue, FL 34420	10333 US-441 Bellevue, FL 34420	135120
Total Wireless Tech Repair	Attn: Tomas Hernanadez 12879 Sunstone Ave Apt# 4103 Orlando, FL 32832	Orlando, FL 32807	118823
Turind LLC	Attn: Eddie Sabbagh 36 Littlefox Run Shelton, CT 6484	624 E. Main Street Bridgeport, CT 06608	103204
UberGeeks	Attn: Simon Lee 46-028 Kawa St #A-8 Kaneohe, HI 96744	46-028 Kawa St #A-8 Kaneohe, HI 96744	123044
Vapor and Company - Sanford, FL	Attn: Mellissa Buddenhagen 3621 S Orlando Dr Sanford, FL 32773	3621 S Orlando Dr Sanford, FL 32773	129612
Video Game Wizards VGW	Attn: Dominic Kelberer 125 E Main St Molalla, OR 97038	125 E Main St Molalla, OR 97038	145467
Video Game Wizards VGW	Attn: Dominic Kelberer 6432 SE Foster Rd Portland, OR 97206	6432 SE Foster Rd Portland, OR 97206	145466
Viking Village Cleaners	Attn: o Muhammed Abumayyaleh c/o Muhammed Abumayyaleh 2775 Victoria St Roseville, MN 55113	Minneapolis, MN 55406	128581
Volusia Computers	Attn: Matthew Michael Hamel 484 S Yonge St Ormond Beach, FL 32174	484 S Yonge St Ormond Beach, FL 32174	126818
Washing Well Laundromat	Attn: Dhirendra Shankar 567 Providence St Warwick, RI 02886	Pawtucket, RI 02860	122573
We Print Marketing	Attn: Victor Jaramillo 102 Route 46 East Saddle Brook, NJ 07663	102 Route 46 East Saddle Brook, NJ 07663	134883

Webster's Market Inc	Attn: Maria Webster 161 Ottawa Ave NW Ste 102 Grand Rapids, MI 49503	161 Ottawa Ave NW Ste 102 Grand Rapids, MI 49503	148058
West Haven Vapors CBD and Delta	Attn: Steve Heard 38 Saw Mill Rd West Haven, CT 06516	38 Saw Mill Rd West Haven, CT 06516	135764
Wireless Xperts	Attn: Chami L Nelson 1051 Main St Worcester, MA 01603	1051 Main St Worcester, MA 01603	139457
Wireless Xperts	Attn: Chami L Nelson 385 Main St Hartford, CT 06106	385 Main St Hartford, CT 06106	139458
Wisemen Smoke Shop	Attn: Raafat Valentin 1452 E Charleston Blvd Las Vegas, NV 89104	1452 E Charleston Blvd Las Vegas, NV 89104	144096
Wynns Tech Solutions	Attn: Mario Wynns 18400 NW 75st Pl #STE Hialeah, FL 33015	18400 NW 75st Pl #STE Hialeah, FL 33015	125631
XO Liquor	Attn: Sam King 3603 N Las Vegas Blvd Las Vegas, NV 89115	3603 N Las Vegas Blvd Las Vegas, NV 89115	101469